

Remarks

Claims 1-73 are pending.

Claim 34 was amended to particularly point out and distinctly claim Applicants' invention. Claim 34 recites entering the rental-related information before sending the e-mail message. See, for example, Figure 3 and the specification at page 15, lines 14-17.

Claim Objections

The Examiner objects to Claim 22 on the ground of the following informalities:

Claim 22 recites "displaying instructions for a user at a rental facility in said rental agreement". Claim 22 is dependent on claim 1. Claim 1 is completing a rental agreement online (i.e. electronically). Examiner reads claim 22 as displaying instructions for user. Appropriate correction required.

Claim 1 recites a method for completing a rental agreement online. Claim 22 depends from Claim 1, includes all of the limitations thereof, and recites displaying instructions for a user at a rental facility in the rental agreement. Claim 22 states that the method includes displaying instructions in the rental agreement. The displayed instructions are "for a user at a rental facility". An example of this recital is shown in Figure 6L with the pick-up location specific directions 508. For example, the directions 508 include instructions for a consumer at a rental facility (e.g., Ft. Lauderdale, Florida). Accordingly, for the above reasons, it is submitted that Claim 22 is clear and definite.

Rejections under 35 USC § 112, ¶2

The Examiner rejects Claims 33 and 34 as being indefinite.

Claim 34 has been amended in accordance with the Examiner's much appreciated suggestion.

Claim 33 recites sending an e-mail message to confirm the reservation after entering the reservation-related information and providing the reservation. Claim 34, as amended, recites entering the rental-related information before sending the e-mail message.

For the above reasons, it is submitted that Claims 33 and 34 are definite and pass muster under Section 112, second paragraph.

Rejections under 35 USC § 103(a)

The Examiner rejects Claims 1-5, 11-32, 36-60 and 62-64 as being unpatentable over Hertz in view of Avis.

Hertz (page 17) discloses that one can check the latest Hertz rates and instantly make, modify (page 22), or cancel (page 22) reservations online. A credit card number is required to secure all reservations. If you're a Hertz #1 Club® or a Hertz #1 Club Gold® member you can use some or all of the information (including the credit card number) contained in your rental profile. Hertz (page 18) discloses a rate and general information screen. Hertz (page 27) discloses updating a Hertz #1 Gold Profile online.

Avis discloses a rates and reservations section of a web site by which a user can request a rate or make a reservation by clicking (Avis, page 7) on "Reserve This Car!" Avis, pages 8-10, show making a reservation. Avis, page 10, shows "Make A Reservation: Confirmation" including information calculated based on information provided. "An Avis-honored charge card or an Avis Cash Pre-payment ID Card is required at the beginning of the rental."

The Examiner states that Hertz discloses a system and method for "completing a rental agreement online (Hertz asks users to secure reservation with a credit card) [page 68]". The Examiner also states that Hertz teaches "accepting said rental proposal online [page 69]". These statements are respectfully traversed as applied to the refined recital of Applicants' claims.

The Examiner states that Hertz does not teach displaying a rental agreement based upon an accepted rental proposal.

The Examiner states that Avis discloses "displaying a rental agreement based upon [an] accepted rental proposal [page 10]." This statement is respectfully traversed as applied to the refined recital of Applicants' claims.

Claim 1 recites, *inter alia*, a method for completing a rental agreement online comprising: entering reservation-related information and rental-related information for an item or service, the entering step entering: (a) the rental-related information without employing a master rental agreement, or (b) at least some of the rental-related information from a master rental agreement and allowing modification of the information from the master rental agreement for rental of the item or service without modifying the master rental agreement; providing a reservation for the item or service based at least in part upon the reservation-related information; creating and displaying a rental proposal based upon the reservation and the rental-related information; accepting the rental proposal online; and displaying a rental agreement based upon the accepted rental proposal.

As employed in the Application, the term "rental agreement" means the same as "rental contract," which is legally binding on the parties entering into it. See Webster's

Third New International Dictionary, p. 43 (1993) (a true and correct copy of which is of record). See, also, the specification at page 15, line 13 (“accepted rental contract”); and Figure 6L (print contract 510).

Hertz (pages 67-69) teaches or suggests making a reservation online. Hertz (page 5) (emphasis added) makes clear the difference between its “reservation” “at time of reservation” and a “rental agreement” “at the time and place of rental”. Clearly, Hertz contemplates an online reservation. A rental agreement only occurs later, when not online, at the time (*i.e.*, “Pickup Date” and “Pickup Time” of Hertz, page 21) and place (*e.g.*, “Airport/OAG Code” of Hertz, page 21) of the rental. Although Hertz (pages 67-69) discloses that a user may make and secure a reservation online, a rental agreement is not taught or suggested until “at the time and place of rental,” which does not occur online.

Furthermore, the reservation of Hertz (pages 67-68) makes clear that “[a]pproximate rental charges are based on available information at time of reservation. Additional fees or surcharges may be applied at time of rental.” Even though parties intend to form a contract, if the terms of their agreement are not sufficiently definite or reasonably certain, no contract will be said to exist. See, *e.g.*, Ault v. Pakulski, 520 A.2d 703 (Me. 1987); Bishop v. Hendrickson, 695 P.2d 1313 (Mont. 1985); North Coast Cookies, Inc. v. Sweet Temptations, Inc., 16 Ohio App. 3d 342, 476 N.E.2d 388 (1984); Arrowhead Constr. Co. v. Essex Corp., 233 Kan. 241, 662 P.2d 1195 (1983); Almeida v. Almeida, 4 Haw. App. 513, 669 P.2d 174 (1983); Porter v. Porter, 637 S.W.2d 396 (Mo. App. 1982). It is, therefore, crystal clear that there cannot be any “rental agreement” “online” because there is no meeting of the minds between Hertz and the user making the reservation as to an exact price. Such a rental agreement in Hertz is not taught or suggested until “at the time and place of rental,” which does not occur online.

As to the Examiner’s position that Hertz teaches “accepting said rental proposal online [page 69],” that page (emphasis added) expressly teaches “[t]o confirm your reservation with your charge card”. Although the Examiner argued in a previous telephone interview that securing a reservation with a credit card would result in a hypothetical charge to the user if the user did not show up “at the time and place of rental,” it is submitted that there is no specific teaching in Hertz as to this point. Even if this is true, although this is not admitted, as was indicated above, there is no meeting of the minds between Hertz and the user as to exact price and to exact optional items associated with the reservation. See, for example, page 67 of Hertz, which shows that the user and Hertz have not yet agreed upon liability insurance, loss damage waiver, and personal property insurance. Those are clearly

material terms to a rental agreement. The cases are legion in which courts have held that an “agreement to agree” upon a material term is not a contract. See, e.g., Belitz v. Riebe, 495 So. 2d 775 (Fla. App. 1986); Gregory v. Perdue, Inc., 47 N.C. App. 655, 267 S.E.2d 584 (1980); Burgess v. Rodom, 121 Cal. App. 2d 71, 262 P.2d 335 (1953); Machesky v. City of Milwaukee, 214 Wis. 411, 253 N.W. 169 (1934); Sun Printing & Pub’g Ass’n v. Remington Paper & Power Co., 235 N.Y. 338, 139 N.E. 470 (1923). At best, the Examiner’s hypothetical charge is associated with making and securing a reservation online and failing to complete a rental agreement “at the time and place of rental,” which, as was discussed above, is not online.

It is submitted that Avis, which discloses (page 10) a reservation confirmation, adds nothing to Hertz regarding the refined recital of Claim 1. Avis discloses a reservation confirmation rather than displaying a **rental agreement** based upon an **online** accepted rental proposal. Avis merely teaches an online reservation confirmation and, later, while not online, an Avis-honored charge card or an Avis Cash Pre-payment Card is “required at the beginning of the rental”. Avis does not teach or suggest and, in fact, teaches away from display of a **rental agreement** based upon an **online** accepted rental proposal. Hence, it is submitted that Avis does not teach or suggest and adds nothing to Hertz regarding displaying a rental agreement based upon an online accepted rental proposal as was asserted by the Examiner.

The Examiner concludes that it would have been obvious to modify Hertz as taught by Avis “to provide confirmation message to customer, allow customer to verify information and make changes to the reservation”. This, however, confirms the understanding that Avis merely teaches an online reservation confirmation. Later, while not online, an Avis-honored charge card or an Avis Cash Pre-payment Card is “required at the beginning of the rental”. Accordingly, Avis does not teach or suggest and adds nothing to Hertz regarding **displaying a rental agreement** based upon an online accepted rental proposal as was asserted by the Examiner.

Accordingly, for the above reasons, it is submitted that Claim 1 patentably distinguishes over the references.

Claims 2-5, 11-32, 36 and 37 depend directly or indirectly from Claim 1 and patentably distinguish over the references for the same reasons.

Claims 2, 3, 5, 11-16, 20, 21, 25-31 and 37 are not separately asserted to be patentable except in combination with Claim 1 from which they directly or indirectly depend.

Furthermore, Claim 4 recites entering at least some of the rental-related information from a master rental agreement; and **allowing modification of the information**

from the master rental agreement for rental of the item or service without modifying the master rental agreement. Claim 4 depends from Claim 1 and includes all of the limitations thereof.

As to Claims 1, 4 and 5, the Examiner states that Applicants do “not positively recite claim element b”. This statement is respectfully traversed.

Claim 1 recites five (5) elements. The first of those elements recites entering reservation-related information and rental-related information for an item or service, the entering step ***entering***: (a) the rental-related information without employing a master rental agreement, ***or*** (b) at least some of the rental-related information from a master rental agreement and allowing modification of the information from the master rental agreement for rental of the item or service without modifying the master rental agreement. It is clear that Applicants positively recite ***entering*** “the rental-related information without employing a master rental agreement” ***or*** “at least some of the rental-related information from a master rental agreement and allowing modification of the information from the master rental agreement for rental of the item or service without modifying the master rental agreement”.

The Examiner’s position that “entering ... (b) at least some of the rental-related information from a master rental agreement and allowing modification of the information from the master rental agreement for rental of the item or service without modifying the master rental agreement” “is not given any patentable weight” is clearly incorrect in view of the above claim construction.

Moreover, Claim 4 expressly recites:

entering at least some of said rental-related information from a master rental agreement; and

allowing modification of said information from the master rental agreement for rental of said item or service without modifying the master rental agreement.

In view of this express recital, it is submitted that it is clear error for the Examiner to state that the recital “entering at least some of said rental-related information from a master rental agreement” of Claim 4 “is not given any patentable weight”.

Clearly, Hertz does not teach or suggest the refined recital of a method for completing a rental agreement online including entering reservation-related information and rental-related information for an item or service, in which an entering step enters at least some of such rental-related information from a master rental agreement and ***allows modification of information from such master rental agreement for rental of such item or service without modifying such master rental agreement***; creating and displaying a rental

proposal based upon a reservation and such rental-related information; accepting such rental proposal online; and displaying a rental agreement based upon such accepted rental proposal.

As set forth in the present specification at page 3, lines 2-6, known conventional reservation methods and systems do not permit a user to complete an online rental agreement with rental-related information that is different from that which is contained in the master rental agreement. As is also set forth in the present specification at page 31, line 32 through page 32, lines 6, under the invention, a user having a master rental agreement for business (or other) purposes may still employ some of the user profile information from that master rental agreement, and modify some of that profile information for a personal vehicle rental, without modifying the business-related master rental agreement.

Hertz (page 17) discloses that “[i]f you're a Hertz #1 Club® or a Hertz #1 Club Gold® member you can use some or all of the information (including the credit card number) contained in your rental profile” to make a reservation.

Hertz (page 27) discloses that “[i]f you're a Hertz #1 Club® or a Hertz #1 Club Gold® member you can use information (including the credit card number) contained in your rental profile” to make a reservation. Furthermore, Hertz (page 27) (emphasis in the original) discloses that “[y]ou can also update your Hertz #1 Gold profile online.” See, also, Hertz (page 35) (“select Profile Updates”).

This makes clear that the three possibilities in Hertz are to: (1) update your Hertz #1 Gold profile online and then make a reservation; (2) make a reservation using all of the information (including the credit card number) contained in the rental profile; and (3) make a reservation using some of the information contained in the rental profile and modify the rental profile.

There is no teaching or suggestion in Hertz of the refined recital of entering at least some of rental-related information from a master rental agreement and allowing modification of such information from such master rental agreement for rental of an item or service ***without modifying such master rental agreement*** in combination with the refined recital of Claim 1. The Examiner makes no citation to Hertz in this regard. Furthermore, it is submitted that Avis adds nothing to Hertz in this regard.

Therefore, for the above reasons, Claim 4 further patentably distinguishes over the references.

Claims 17-19 depend directly or indirectly from Claim 16 and include all of the limitations of Claims 1, 15, 16 and any intervening claim.

In connection with these claims, the Examiner refers to pages 24 and 25 of Hertz, which respectively disclose the United States Fleet of Hertz and an economy class car thereof. Those web pages have nothing to do with completing a rental agreement online; entering reservation-related information and rental-related information for an item or service; providing a reservation for such item or service based at least in part upon such reservation-related information; creating and displaying a rental proposal based upon such reservation and such rental-related information; accepting such rental proposal online; and displaying a rental agreement based upon such accepted rental proposal.

It is submitted that the references do not teach or suggest the refined recitals of selecting a capacity of the vehicle in the recited reservation-related information (Claim 17), employing at least one of luggage capacity and passenger capacity as the recited capacity of the vehicle (Claim 18), and displaying at least one of an image of the recited vehicle, a class of the recited vehicle, and a rental price for the recited vehicle prior to the step of selecting a capacity of the vehicle (Claim 19) in combination with the recitals of Claims 1, 15 and 16. See, for example, the reservation process of Hertz (pages 17-21 and 62-69). Avis adds nothing to Hertz in this regard. Hence, it is submitted that Claims 17-19 further patentably distinguish over the references.

Claim 22 depends from Claim 1 and includes all of the limitations thereof. Furthermore, Claim 22 recites displaying instructions for a user at a rental facility in the ***rental agreement***. Hertz (page 67) discloses an unconfirmed reservation. Avis adds nothing to Hertz in this regard. Since the references do not teach or suggest the recited rental agreement based upon an online accepted rental proposal of Claim 1, they clearly neither teach nor suggest these additional limitations which further patentably distinguish over the references.

Claim 23 depends from Claim 22 and includes all of the limitations of Claims 1 and 22. Furthermore, Claim 23 recites employing a plurality of different rental facilities; selecting one of the rental facilities; and dynamically providing the recited instructions of Claim 22 in the ***rental agreement*** based upon the selected one of the rental facilities. Hertz (pages 65-67) discloses an unconfirmed reservation. Avis adds nothing to Hertz in this regard. Since the references do not teach or suggest the recited instructions of Claim 22 or the recited rental agreement based upon an online accepted rental proposal of Claim 1, they clearly neither teach nor suggest dynamically providing such instructions based upon a selected one of rental facilities, which further patentably distinguishes over the references.

Claim 24 depends from Claim 1 and includes all of the limitations thereof. Furthermore, Claim 24 recites displaying a **rental** confirmation in the **rental agreement**. The Examiner states that Hertz does not disclose displaying a rental confirmation in a rental agreement. Avis (page 10) discloses a reservation confirmation. Since the references do not teach or suggest the recited displaying the rental agreement based upon an online accepted rental proposal of Claim 1, they clearly neither teach nor suggest these additional limitations which further patentably distinguish over the references.

Claims 32, 36 and 37 depend from Claim 1 and include all of the limitations thereof.

Furthermore, Claim 32 recites displaying rental terms and conditions in the **rental** proposal that is accepted online. Hertz (page 67) discloses an unconfirmed reservation. Avis adds nothing to Hertz in this regard. Since the references do not teach or suggest the recited online accepted rental proposal of Claim 1, they clearly neither teach nor suggest these additional limitations which further distinguish over the references.

Furthermore, Claim 36 recites modifying the recited **rental agreement**. Hertz (page 17) discloses that a reservation can be modified or cancelled online. Avis adds nothing to Hertz in this regard. Since the references do not teach or suggest the recited **rental agreement** based upon an online accepted rental proposal of Claim 1, they clearly neither teach nor suggest these additional limitations which further patentably distinguish over the references.

Claim 38 is an independent claim which recites, *inter alia*, a method for completing a rental agreement between a client system and a server system comprising: under control of the client system, entering first information pertaining to a reservation of an item or service, and second information pertaining to a rental of the item or service, the entering step entering: (a) the second information without employing a master rental agreement, or (b) at least some of the second information from a master rental agreement and allowing modification of the second information from the master rental agreement for rental of the item or service without modifying the master rental agreement, sending the first information and the second information to the server system, receiving from the server system a rental proposal based upon the first information and the second information, displaying the rental proposal, and accepting the rental proposal online to complete the rental agreement; and under control of the server system, receiving the first information and the second information from the client system, providing a reservation based at least in part upon the first

information, generating the rental proposal based upon the reservation and the second information, and sending the rental proposal to the client system.

Hertz teaches or suggests making a reservation online. However, Hertz does not teach or suggest under control of a client system, sending first information and second information to a server system, receiving from such server system a rental proposal based upon such first information and such second information, displaying such rental proposal, and accepting such rental proposal online to complete a rental agreement.

As was discussed in greater detail, above, Hertz does not teach or suggest any “rental agreement” “online” because there is no meeting of the minds between Hertz and the user making the reservation as to an exact price. Such a rental agreement in Hertz is not taught or suggested until “at the time and place of rental,” which does not occur online. Hertz (pages 67-69) discloses an unconfirmed reservation and a reservation confirmation.

It is submitted that Avis, which discloses (page 10) a reservation confirmation, adds nothing to Hertz regarding the refined recital of Claim 38. Avis discloses a reservation confirmation rather than accepting a rental proposal **online to complete a rental agreement**. Avis merely teaches an online reservation confirmation and, later, while not online, an Avis-honored charge card or an Avis Cash Pre-payment Card is “required at the beginning of the rental”. Avis does not teach or suggest and, in fact, teaches away from accepting a rental proposal online to complete a rental agreement. Hence, it is submitted that Avis does not teach or suggest and adds nothing to Hertz regarding this refined recital.

Therefore, for the above reasons, it is submitted that Claim 38 patentably distinguishes over the references.

Claims 39-42 depend directly or indirectly from Claim 38 and patentably distinguish over the references for the same reasons.

Claim 42 is not separately asserted to be patentable except in combination with Claim 38 from which it depends.

Furthermore, Claim 39 recites including terms and conditions in the rental proposal; displaying an object; selecting the displayed object to accept the terms and conditions; and including the terms and conditions in the **rental agreement**. Hertz (pages 67-69) discloses an unconfirmed reservation and a reservation confirmation. The Examiner states that Hertz does not teach or suggest including terms and conditions in a rental agreement. It is submitted that Avis adds nothing to Hertz in this regard.

The Examiner states that Avis discloses “terms and conditions in the rental agreement [page 10, 11]”. Actually, Avis (pages 10 and 11), which shows a reservation

confirmation, adds nothing to Hertz regarding any terms and conditions in a ***rental agreement*** within the context of the claims.

Since the references do not teach or suggest the recited rental proposal, which is accepted online to complete the rental agreement, of Claim 38, they clearly neither teach nor suggest these additional limitations which further patentably distinguish over the references.

Furthermore, Claim 40 recites generating the ***rental agreement*** at the server system based upon the accepted rental proposal. The Examiner states that Hertz does not disclose this recital. Avis (page 12) discloses reviewing a reservation by keeping or canceling it. Avis does not teach or suggest any ***rental agreement*** within the context of the claims and adds nothing to Hertz in this regard.

The Examiner states that it would have been obvious to modify Hertz as taught by Avis to “include the contents of the proposal in its entirety and create a binding agreement.” It is submitted that the Examiner reaches this conclusion by employing hindsight, which is not permissible. Again, Avis (page 12) discloses reviewing a reservation by keeping (Keep It!) or canceling (Cancel It!) it. There is no teaching or suggestion of any binding ***rental agreement*** within the context of the claims as was asserted by the Examiner.

Since the references do not teach or suggest any rental agreement within the context of the claims, much less the refined recital of generating a rental agreement at a server system based upon an accepted rental proposal, they clearly neither teach nor suggest these additional limitations which further patentably distinguish over the references.

Furthermore, Claim 41 recites sending the ***rental agreement*** from the server system to the client system; and displaying the ***rental agreement*** at the client system. The Examiner states that Hertz does not teach displaying a rental agreement.

As was discussed above, Avis (page 12) discloses reviewing a reservation by keeping or canceling it. Avis does not teach or suggest any ***rental agreement*** within the context of the claims and adds nothing to Hertz in this regard.

The Examiner states that it would have been obvious to modify Hertz as taught by Avis to “provide confirmation message to customer (generated at Hertz server) and allow customer to verify information (review agreement displayed on client system)”. It is submitted that the Examiner reaches this conclusion by employing hindsight, which is not permissible. Again, Avis (page 12) discloses reviewing a reservation by keeping (Keep It!) or canceling (Cancel It!) it. There is no teaching or suggestion of any review of a ***rental***

agreement displayed on a client system within the context of the claims as was asserted by the Examiner.

Since the references do not teach or suggest the recited rental agreement of Claim 38, they clearly neither teach nor suggest these additional limitations which further patentably distinguish over the references.

Claim 43 is an independent claim which recites, *inter alia*, a client system for completing a rental agreement with a server system, the client system comprising: an entry component entering first information pertaining to a reservation of an item or service, and entering second information pertaining to a rental of the item or service by entering: (a) the second information without employing a master rental agreement, or (b) at least some of the second information from a master rental agreement and allowing modification of the second information from the master rental agreement for rental of the item or service without modifying the master rental agreement; a processor component cooperating with the entry component; a communication component, responsive to the processor component, sending the first and second information to the server system, and receiving from the server system a rental proposal responsive to the sent first and second information; and a display component displaying the rental proposal, the entry component and the processor component cooperating to initiate acceptance of the rental proposal, and the communication component, responsive to the acceptance, sending the acceptance to the server system, in order to complete the rental agreement online.

Hertz does not teach or suggest the refined recital of a client system entry component entering second information pertaining to rental of an item or service; a processor component cooperating with such entry component; a communication component, responsive to such processor component, sending first and such second information to a server system, and receiving from such server system a rental proposal responsive to such sent first and second information; and a display component displaying such rental proposal, such entry component and such processor component cooperating to initiate acceptance of such rental proposal, and such communication component, responsive to such acceptance, sending such acceptance to such server system, in order to complete such rental agreement online.

Hertz teaches or suggests making a reservation online. However, Hertz does not teach or suggest any “rental agreement” “online” because there is no meeting of the minds between Hertz and the user making the reservation as to an exact price. Such a rental agreement in Hertz is not taught or suggested until “at the time and place of rental,” which does not occur online.

It is submitted that Avis, which discloses (page 10) a reservation confirmation, adds nothing to Hertz regarding the refined recital of Claim 43. Avis discloses a reservation confirmation rather than an entry component and a processor component cooperating to initiate acceptance of a rental proposal, and a communication component, responsive to such acceptance, sending such acceptance to a server system, in order to ***complete a rental agreement online***. Avis merely teaches an online reservation confirmation and, later, while not online, an Avis-honored charge card or an Avis Cash Pre-payment Card is “required at the beginning of the rental”. Avis does not teach or suggest and, in fact, teaches away from an entry component and a processor component cooperating to initiate acceptance of a rental proposal, and a communication component, responsive to such acceptance, sending such acceptance to a server system, in order to ***complete a rental agreement online***. Hence, it is submitted that Avis does not teach or suggest and adds nothing to Hertz regarding this refined recital.

Accordingly, for the above reasons, it is submitted that Claim 43 patentably distinguishes over the references.

Claims 44-48 depend directly or indirectly from Claim 43 and patentably distinguish over the references for the same reasons.

Claims 44-48 are not separately asserted to be patentable except in combination with Claim 43 from which they directly or indirectly depend.

Claim 49 is an independent claim which recites, *inter alia*, a server system for completing a rental agreement with a client system, the server system comprising: a data storage component storing information for a plurality of items or services; a communication and processing component receiving first information pertaining to a reservation of an item or service from the client system, and receiving second information pertaining to a rental of the item or service from the client system; a reservation component retrieving stored information from the data storage component for the items or services, and providing a reservation based at least in part upon the first information and the retrieved stored information; and a rental component generating a rental proposal based upon the reservation and the received second information, sending the rental proposal to the client system, and receiving an acceptance of the rental proposal from the client system, in order to complete the rental agreement online, the rental component receiving: (a) the second information without employing a master rental agreement, or (b) at least some of the second information from a master rental agreement and allowing modification of the second information from the master rental agreement for rental of the item or service without modifying the master rental agreement.

Hertz teaches or suggests making a reservation online. However, Hertz does not teach or suggest completing any “rental agreement” “online” because there is no meeting of the minds between Hertz and the user making the reservation as to an exact price. Such a rental agreement in Hertz is not taught or suggested until “at the time and place of rental,” which does not occur online.

It is submitted that Avis, which discloses (page 10) a reservation confirmation, adds nothing to Hertz regarding the refined recital of Claim 49. Avis discloses a reservation confirmation rather than sending a rental proposal to a client system, and receiving an acceptance of such rental proposal from such client system, in order to ***complete a rental agreement online***. Avis merely teaches an online reservation confirmation and, later, while not online, an Avis-honored charge card or an Avis Cash Pre-payment Card is “required at the beginning of the rental”. Avis does not teach or suggest and, in fact, teaches away from sending a rental proposal to a client system, and receiving an acceptance of such rental proposal from such client system, in order to ***complete a rental agreement online***. Hence, it is submitted that Avis does not teach or suggest and adds nothing to Hertz regarding this refined recital.

Accordingly, for the above reasons, it is submitted that Claim 49 patentably distinguishes over the references.

Claims 50-52 depend directly or indirectly from Claim 49 and patentably distinguish over the references for the same reasons.

Claims 50-52 are not separately asserted to be patentable except in combination with Claim 49 from which they directly or indirectly depend.

Claim 53 is an independent claim which recites, *inter alia*, a method for completing a rental agreement with a server system using a client system comprising: entering first information pertaining to a reservation of an item or service, and second information pertaining to a rental of the item or service, the entering step entering: (a) the second information without employing a master rental agreement, or (b) at least some of the second information from a master rental agreement and allowing modification of the second information from the master rental agreement for rental of the item or service without modifying the master rental agreement; sending the first and second information to the server system; receiving from the server system a rental proposal responsive to the sent first and second information; displaying the rental proposal; accepting the rental proposal; and sending the acceptance to the server system, in order to complete the rental agreement online.

Hertz teaches and suggests making a reservation online. However, Hertz does not teach or suggest any “rental agreement” “online” because there is no meeting of the minds between Hertz and the user making the reservation as to an exact price. Such a rental agreement in Hertz is not taught or suggested until “at the time and place of rental,” which does not occur online.

It is submitted that Avis, which discloses (page 10) a reservation confirmation, adds nothing to Hertz regarding the refined recital of Claim 53. Avis discloses a reservation confirmation rather than displaying a rental proposal, accepting such rental proposal, and sending such acceptance to a server system, in order to ***complete a rental agreement online***. Avis merely teaches an online reservation confirmation and, later, while not online, an Avis-honored charge card or an Avis Cash Pre-payment Card is “required at the beginning of the rental”. Avis does not teach or suggest and, in fact, teaches away sending an acceptance to a server system, in order to ***complete a rental agreement online***. Hence, it is submitted that Avis does not teach or suggest and adds nothing to Hertz regarding this refined recital.

Therefore, for the above reasons, it is submitted that Claim 53 patentably distinguishes over the references.

Claim 54 is an independent claim which recites, *inter alia*, a method for completing a rental agreement with a client system using a server system comprising: storing information for a plurality of items or services; receiving from the client system first information pertaining to a reservation of an item or service, and second information pertaining to a rental of the item or service; retrieving the stored information for the items or services; providing a reservation based at least in part upon the first information and the retrieved stored information; generating a rental proposal based upon the reservation and the received second information, the generating step generating the rental proposal: (a) without employing a master rental agreement, or (b) employing at least some of the second information from a master rental agreement and allowing modification of the second information from the master rental agreement for rental of the item or service without modifying the master rental agreement; sending the rental proposal to the client system; and receiving an acceptance of the rental proposal from the client system, in order to complete the rental agreement online.

Hertz teaches or suggests making a reservation online. However, Hertz does not teach or suggest any “rental agreement” “online” because there is no meeting of the minds between Hertz and the user making the reservation as to an exact price. Such a rental

agreement in Hertz is not taught or suggested until “at the time and place of rental,” which does not occur online.

It is submitted that Avis, which discloses (page 10) a reservation confirmation, adds nothing to Hertz regarding the refined recital of Claim 54. Avis discloses a reservation confirmation rather than sending a rental proposal to a client system, and receiving an acceptance of such rental proposal from such client system, in order to **complete such rental agreement online**. Avis merely teaches an online reservation confirmation and, later, while not online, an Avis-honored charge card or an Avis Cash Pre-payment Card is “required at the beginning of the rental”. Avis does not teach or suggest and, in fact, teaches away from sending a rental proposal to a client system, and receiving an acceptance of such rental proposal from such client system, in order to **complete such rental agreement online**. Hence, it is submitted that Avis does not teach or suggest and adds nothing to Hertz regarding this refined recital.

Hence, for the above reasons, it is submitted that Claim 54 patentably distinguishes over the references.

Claim 55 is an independent claim which recites, *inter alia*, a system for completing a rental agreement comprising: a client sub-system comprising: an entry component entering first information pertaining to a reservation of an item or service, and entering second information pertaining to a rental of the item or service, the entry component entering: (a) the second information without employing a master rental agreement, or (b) at least some of the second information from a master rental agreement and allowing modification of the second information from the master rental agreement for rental of the item or service without modifying the master rental agreement, a processor component cooperating with the entry component, a communication component, responsive to the processor component, sending the first and second information to a server sub-system, and receiving from the server sub-system a rental proposal responsive to the sent first and second information, and a display component displaying the rental proposal, the entry component and the processor component cooperating to initiate acceptance of the rental proposal, and the communication component, responsive to the acceptance, sending the acceptance to the server sub-system; the server sub-system comprising: a data storage component storing information for a plurality of items or services, a communication component receiving the first and second information from the client sub-system, a reservation component retrieving stored information from the data storage component for the items or services, and providing a reservation based at least in part upon the first information and the retrieved stored

information, a rental component generating a rental proposal based upon the reservation and the received second information, and a processor component cooperating with the communication component, the reservation component and the rental component to provide the reservation, to send the rental proposal to the client sub-system and to receive an acceptance of the rental proposal from the client sub-system, in order to complete the rental agreement online; and a communication sub-system communicating between the communication component of the client sub-system and the communication component of the server sub-system.

Hertz (page 17) teaches or suggests making a reservation online. However, Hertz does not teach or suggest any “rental agreement” “online” because there is no meeting of the minds between Hertz and the user making the reservation as to an exact price. Such a rental agreement in Hertz is not taught or suggested until “at the time and place of rental,” which does not occur online.

It is submitted that Avis, which discloses (page 10) a reservation confirmation, adds nothing to Hertz regarding the refined recital of Claim 55. Avis discloses a reservation confirmation rather than sending a rental proposal to a client sub-system and receiving an acceptance of such rental proposal from such client sub-system, in order to ***complete a rental agreement online***. Avis merely teaches an online reservation confirmation and, later, while not online, an Avis-honored charge card or an Avis Cash Pre-payment Card is “required at the beginning of the rental”. Avis does not teach or suggest and, in fact, teaches away from sending a rental proposal to a client sub-system and receiving an acceptance of such rental proposal from such client sub-system, in order to ***complete a rental agreement online***. Hence, it is submitted that Avis does not teach or suggest and adds nothing to Hertz regarding this refined recital.

Accordingly, for the above reasons, it is submitted that Claim 55 patentably distinguishes over the references.

Claims 56-60 and 62-64 depend directly or indirectly from Claim 55 and patentably distinguish over the references for the same reasons.

Claims 56-60 and 62-64 are not separately asserted to be patentable except in combination with Claim 55 from which they directly or indirectly depend.

The Examiner rejects Claims 6-9 as being unpatentable over Hertz in view of Avis and further in view of U.S. Patent No. 6,519,576 (Freeman).

Freeman discloses a system for predicting a transaction a customer may wish to make. In, for example, an Internet banking system, when the customer clicks to bring up

an "inter-account transfer" panel, the system may recognize that usually, with a given balance in their savings and checking accounts, and at this time of the month, at this point in the financial year, the customer will want to transfer a given amount to their checking account. For credit card payments, the sub-system is trying to anticipate the credit card repayment amount which a customer will make, so the system can pre-fill the repayment amount for the customer. The bank has historical data for each customer relating to earlier credit card payments. For each payment, the bank knows the month (1-12), the checking account balance, the credit card balance at date of repayment, and the amount of payment made by the customer. Based on the domain expert's understanding of credit card repayments, the expert adds a fifth attribute which may be useful in determining likely repayment: the ratio of the credit card payment to the credit card balance. The minimum payment required by the bank on an outstanding balance is 10% of the balance, a ratio of 0.1; the likely maximum ratio for a customer is 1.0 (ignoring over-payment of a balance). The domain expert also decides to give both target attributes (absolute amount and ratio) an equal initial weighting.

Freeman, which discloses banking and credit card transactions, adds nothing to Hertz and Avis to render Claim 1 unpatentable.

Furthermore, Claim 6 recites maintaining a history of rental information for prior rentals by a user; entering information from an identification of a user; and entering at least some of the rental-related information from the history based upon the information from an identification of a user without employing a master rental agreement.

The Examiner states that Hertz and Avis do not disclose maintaining a history of rental information for prior rentals by a user; and entering at least some of the rental-related information from such history based upon information from an identification of a user without employing a master rental agreement.

There is no teaching or suggestion in Freeman of maintaining a **history** of **rental** information for **prior rentals** by a user; entering information from an identification of a user; and entering at least some of rental-related information from such **history** based upon such information from an identification of a user without employing a master rental agreement. Hence, Claim 6 further patentably distinguishes over the references.

Claim 7 depends from Claim 6 and includes all of the limitations of Claims 1 and 6. Furthermore, Claim 7 recites employing a driver's license as the recited identification. Hertz (page 9) discloses that a driver's license must be physically presented "at the time of rental". Avis and Freeman add nothing to Hertz in this regard. Since, the references do not

teach or suggest the limitations of Claims 1 and 6, they clearly do not teach or suggest this additional limitation which further distinguishes over the references.

Claim 8 depends from Claim 6 and includes all of the limitations of Claims 1 and 6. Claim 6 recites, for example, maintaining a history of rental information for prior rentals by a user. Furthermore, Claim 8 recites provisionally entering at least some of the rental-related information from such history. The Examiner states that Hertz and Avis do not disclose provisionally entering some of rental-related information from a history.

Freeman discloses that a sub-system is trying to anticipate a credit card repayment amount which a customer will make, so the system can pre-fill the repayment amount for the customer. There is no teaching or suggestion in Freeman of any *history* of *rental* information for *prior rentals* by a user.

Accordingly, for the above reasons, it is submitted that Claim 8 further patentably distinguishes over the references.

Claim 9 depends from Claim 8 and includes all of the limitations of Claims 1, 6 and 8. Furthermore, Claim 9 recites modifying at least some of the provisionally entered at least some of the rental-related information from the *history*.

The Examiner states that the three cited references do not teach modifying at least some of provisionally entered at least some of rental-related information from a history. Here, the Examiner refers to Hertz and states “if you are Hertz #1 Club member you can use some or all of the information including the credit card number, i.e., customers can override the information) [page 17]”.

It is respectfully submitted that the Examiner employs hindsight to make this rejection, which is clearly improper. There is no teaching or suggestion that the profile of Hertz teaches or suggests any *history* of *rental* information for *prior rentals* by a user. In other words, a credit card or other information in a Hertz #1 Club profile does not teach or suggest any history of rental information for prior rentals by a user, much less, any *modifying* at least some of provisionally entered at least some of rental-related information from such *history*.

For the same reasons as were discussed above in connection with Claim 8, Hertz does not teach or suggest the recited history and, thus, clearly does not teach or suggest these additional limitations.

Avis and Freeman add nothing to Hertz in this regard. Therefore, for the above reasons, it is submitted that Claim 9 further patentably distinguishes over the references.

The Examiner rejects Claims 10 and 61 as being unpatentable over Hertz in view of Avis and further in view of an article (Reference W of former form PTO-892) (kioskcom.com).

The reference kioskcom.com discloses that a "DOLLAR® TRAVEL CENTER" is an interactive kiosk providing helpful travel information for its customers at various airports. The kiosks are conveniently located at the DOLLAR pickup and return areas at each airport. By touch, customers can make air, hotel and DOLLAR car rental reservations; obtain U.S. weather forecasts, driving directions and event information; access personal Web-based e-mail accounts, as well as receive free Internet access and view the top headline news of the day, all at the interactive kiosk.

This reference kioskcom.com, which discloses airport kiosks to make air, hotel and car rental reservations, adds nothing to Hertz and Avis to render Claims 1 and/or 55 unpatentable.

Claim 10 depends from Claim 1 and patentably distinguishes over the references for the same reasons.

Claim 10 is not separately asserted to be patentable except in combination with Claim 1 from which it depends.

Claim 61 depends indirectly from Claim 55 and patentably distinguishes over the references for the same reasons.

Claim 61 is not separately asserted to be patentable except in combination with Claims 55 and 60 from which its depends.

The Examiner rejects Claims 33-35 as being unpatentable over Hertz in view of Avis and further in view of "TravelWeb Takes Flight" (TravelWeb).

TravelWeb discloses that users can make airline reservations online, process the reservation and provide a confirmation while the user is still online. TravelWeb then follows up within minutes with an email.

This reference TravelWeb, which discloses making airline reservations online, adds nothing to Hertz and Avis to render Claim 1 unpatentable.

Claim 33 depends from Claim 1 and patentably distinguishes over the references for the same reasons.

Claim 33 is not separately asserted to be patentable except in combination with Claim 1 from which it depends.

Claim 34 depends directly from Claim 33 and indirectly from Claim 1 and patentably distinguishes over the references for the same reasons.

Claim 34 is not separately asserted to be patentable except in combination with Claims 1 and 33 from which it directly or indirectly depends.

Claim 35 depends from Claim 34 and patentably distinguishes over the references for the same reasons.

Furthermore, Claim 35 recites linking from the e-mail message to a web page to complete the rental agreement. The Examiner states that Hertz, Avis and TravelWeb do not disclose linking from an e-mail message to a web page to complete a rental agreement. The Examiner states that Markbaul “teaches access to information at remote location after receiving of e-mail message with link to information.”

Although not expressly stated by the Examiner, it would appear that the Examiner rejects Claim 35 in view of Hertz, Avis, TravelWeb and Markbaul.

The undersigned attempted to access the web site from Markbaul at <http://home.earthlink.net/~markbau/>, but this could not be found. It is submitted that this web site might have shown pictures of trains. Clearly, Markbaul does not teach or suggest and adds nothing to Hertz, Avis and TravelWeb regarding the refined recital of linking from an e-mail message to a web page to ***complete a rental agreement***. The Examiner states that Markbaul discloses “access to information at remote location after receiving of e-mail message to minimize user typing the URL, to access the information, to expedite user getting access to the information.” It is submitted that access to information, such as access to pictures of trains, and minimizing typing does not teach or suggest the refined recital of linking from an e-mail message to a web page to ***complete a rental agreement***. Accordingly, Claim 35 further patentably distinguishes over the references.

The Examiner rejects Claim 65 as being unpatentable over Hertz in view of Avis and further in view of “Install Firewall Hardware and Software hereinafter known as CERT” (CERT).

CERT discloses a firewall system including the installation and configuration of an operating system that will execute firewall software followed by installation and configuration of firewall software.

This reference CERT, which discloses a firewall system, adds nothing to Hertz and Avis to render Claim 55 unpatentable.

Claim 65 depends from Claim 55 and patentably distinguishes over the references for the same reasons.

The Examiner rejects Claims 66-73 as being unpatentable over Hertz in view of Avis and further in view of “Taking Up Express” (Robinson).

Robinson discloses that some locations have an ATM machine at a staffed rental counter. At the counter, the customer inserts an Express Plus card or a credit card and it prints out a contract on the rental agent's side. The agent hands over the contract and checks for a driver's license. In Florida, state laws require that a rental contract be signed at the counter, so unattended ATM-type machines are not be available.

Claim 66 is an independent claim which recites, *inter alia*, a method for completing a rental agreement online and obtaining an item or service for rental comprising: entering reservation-related information and rental-related information for the item or service, the entering step entering: (a) the rental-related information without employing a master rental agreement, or (b) at least some of the rental-related information from a master rental agreement and allowing modification of the information from the master rental agreement for rental of the item or service without modifying the master rental agreement; providing a reservation for the item or service based at least in part upon the reservation-related information; creating and displaying a rental proposal based upon the reservation and the rental-related information; accepting the rental proposal online; displaying the rental agreement based upon the accepted rental proposal; and going to a rental counter before obtaining the item or service for rental.

Hertz (page 17) teaches or suggests making a reservation online. However, Hertz does not teach or suggest any "rental agreement" "online" because there is no meeting of the minds between Hertz and the user making the reservation as to an exact price. Such a rental agreement in Hertz is not taught or suggested until "at the time and place of rental," which does not occur online.

It is submitted that Avis, which discloses (page 10) a reservation confirmation, adds nothing to Hertz regarding the refined recital of Claim 66. Avis discloses a reservation confirmation rather than displaying a **rental agreement** based upon an **online** accepted rental proposal. Avis merely teaches an online reservation confirmation and, later, while not online, an Avis-honored charge card or an Avis Cash Pre-payment Card is "required at the beginning of the rental". Avis does not teach or suggest and, in fact, teaches away from display of a **rental agreement** based upon an **online** accepted rental proposal. Hence, it is submitted that Avis does not teach or suggest and adds nothing to Hertz regarding this refined recital.

Therefore, for the above reasons, it is submitted that Claim 66 patentably distinguishes over the references.

Claims 67-73 depend directly or indirectly from Claim 66 and patentably distinguish over the references for the same reasons.

Claims 68-70, 72 and 73 are not separately asserted to be patentable except in combination with Claim 66 from which they directly or indirectly depend.

Furthermore, Claim 67 recites displaying the rental proposal at a client system; and accepting the rental proposal at the client system to complete the rental agreement. Hertz (pages 67-69) discloses an unconfirmed reservation and a reservation confirmation. Avis adds nothing to Hertz in this regard. These references do not teach or suggest the refined recital of accepting a rental proposal at a client system to **complete a rental agreement**. Accordingly, Claim 67 further patentably distinguishes over the references.

Furthermore, Claim 71 recites providing expedited service at the rental counter based upon the **rental agreement**; and allocating the vehicle at the rental counter. The Examiner states that Official notice is taken that it would be obvious that Hertz employs priority service counters and that a vehicle is assigned at a rental counter. The Examiner also refers to United Airlines having different counters for their premier members, Hertz #1 Club members, etc. The Examiner is respectfully requested to cite a reference within the context of the claims regarding the refined recital of providing expedited service at a rental counter based upon the recited **rental agreement** that is completed online of Claim 66; and allocating a vehicle at such rental counter. Since the references do not teach or suggest the recited rental agreement of Claim 66, they clearly neither teach nor suggest these additional limitations which further distinguish over the references.

Summary and Conclusion

The Examiner states that Applicants are required to consider the references fully when responding to the office Action. It is submitted that the above remarks have fully considered the references.

The Examiner makes three references of record, but provides no explanation of any relevance thereof. As set forth in Section 707.05 (Citation of References) of the MPEP:

Form paragraph 7.96 may be used as an introductory sentence.

7.96 Citation of Relevant Prior Art

The prior art made of record and not relied upon is considered pertinent to applicant's disclosure. [1]

Examiner Note:

When such prior art is cited, its relevance should be explained in bracket 1 in accordance with MPEP § 707.05.

The prior art made of record and not relied upon but considered pertinent to Applicants' disclosure has been reviewed.

The reference "Hi-tech streamlines car rental process (labeled as ARMS)" discloses that the average auto insurance claim takes hours to process, and communication between the insurance company, body shop and rental car company can take a lot of time. By capitalizing on today's technology, insurance companies can realize cost and time savings by reducing phone calls with rental car companies and diverting more quality time to customer service. An Automated Rental Management System (ARMS) provides electronic data connection between insurers, adjusters and brokers with the car rental company's own system. It also provides the user with the ability to monitor progress on a vehicle repair.

The ARMS system can communicate directly with an insurance company's claim systems, reducing the superfluous phone calling of the past between adjusters and rental car company employees. It can also allow the claims adjuster to enter and receive information directly on Enterprise's computers, which provides the same benefits without costly systems development by the insurance company.

Enterprise will continue its efforts to improve the system - as such, it is currently building a redesigned rental system that will integrate the latest in wireless and Internet technology. The new system will allow body shops and insurance companies to talk directly to each other electronically in order for both parties to track the status of the rental car. The system will allow for access to electronic reservations and automatic callbacks, which will reduce time-consuming telephonic communication. At the same time, the adjuster is able to serve the policyholder more efficiently by being able to access the progress reports of the repairs taking place to a vehicle at the body shop as well as the rental car costs. In addition, the system will allow adjusters to control the file processing and updating from start to finish.

The new Enterprise system - when combined with a satellite-based network - will mean that any information entered from any rental car terminal will be available at other rental locations instantaneously. Simply put, insurance company instructions are accessible to their customers at all locations via computer anywhere in the world without even having to make a telephone call. Accessibility will save time and frustration for adjusters and customers who demand that claims be handled efficiently.

The reference "Glossary of Networking Terms" includes four pages (only pages 1, 9, 10 and 43 were provided with the office action) of telecommunications and

internetworking terms. To the extent that the Examiner deems any of those terms to have any relevance, it is requested that any such term be identified and that its relevance be explained.

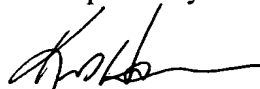
The reference "John Stenzel's Network Glossary" includes seven pages of network or networking terms. To the extent that the Examiner deems any of those terms to have any relevance, it is requested that any such term be identified and that its relevance be explained.

It is submitted that the three cited references, above, add nothing to the references of record to render Applicants' claims, which have been discussed in detail above, unpatentable.

In summary, it is submitted that the claims are allowable over the references of record.

Reconsideration and early allowance are respectfully requested.

Respectfully submitted,



Kirk D. Houser
Registration No. 37,357
Attorney for Applicants

(412) 566-6083